

AN ORDINANCE 101860

AUTHORIZING THE EXECUTION OF A CONTRACT IN THE AMOUNT OF \$128,482.00 WITH UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY, ON BEHALF OF THE ALAMO AREA COMMUNITY INFORMATION SYSTEM (AACIS), FOR THE CONTINUATION OF PROGRAM SUPPORT AT FOUR COMMUNITY TECHNOLOGY CENTERS AND FOR THE ESTABLISHMENT OF A FIFTH COMMUNITY TECHNOLOGY CENTER AT THE COLONEL VICTOR J. FERRARI COMMUNITY FAMILY RESOURCE AND LEARNING CENTER BEGINNING JANUARY 1, 2006; AND ADOPTING AN FY 2006 PROGRAM BUDGET.

* * * * *

WHEREAS, the Alamo Area Community Information System (AACIS) is a collaboration of 20-partner groups whose primary purpose is to improve technology access and opportunity throughout our community; and

WHEREAS, the City's Community Family Resource and Learning Centers (CFRLCs) provide free educational opportunities and related services to enable individuals to enhance their ability to read, write and converse at levels of proficiency necessary to function on the job and in society; and

WHEREAS, pursuant to Ordinance No. 98418, which was passed and approved on November 6, 2003, the City of San Antonio's Department of Community Initiatives (DCI) accepted an award from United Way of San Antonio and Bexar County on behalf of AACIS in order to support four Community Technology Centers (CTC) with a budget and personnel complement; and

WHEREAS, DCI has partnered with the United Way of San Antonio and Bexar County on behalf of AACIS to establish a fifth CTC at the City-operated Colonel Victor J. Ferrari CFRLC in order to provide community access to technology, including the Young Explorer PC Initiative, and computer skills competencies through the CTCs; and

WHEREAS, it is now necessary to authorize the execution of a contract with United Way of San Antonio and Bexar County in order to provide technology services, to promote the public purpose of family, social and economic stability, and to adopt a FY 2006 program budget; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or her designee, or the Director of the Department of Community Initiatives, is authorized to execute a contract with the United Way of San Antonio and Bexar County on behalf of the Alamo Area Community Information System (AACIS), in the

amount of \$128,482.00 which will continue program services at four established Community Technology Centers (CTC) and establish a fifth CTC at the Colonel Victor J. Ferrari Community Family Resource and Learning Center beginning January 1, 2006. A copy of said contract is attached hereto and incorporated herein for all purposes in Attachment I.

SECTION 2. Fund No. 26012002, entitled "2006 Community Technology Centers (CTCs)" is designed for use in accounting for the above contract, and the sum of \$128,482.00 is appropriated in said fund. The budget, attached hereto and incorporated herein for all purposes as Attachment II, is adopted.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, an Assistant City Manager or an Assistant to the City Manager, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP internal orders and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall be effective on and after December 25, 2005.


PASSED AND APPROVED this 15th day of December, 2005.

ATTEST:


City Clerk


M A Y O R

APPROVED AS TO FORM:


for City Attorney

ATTACHMENT I

Contract Number: _____

CONTRACT

between

UNITED WAY OF SAN ANTONIO AND BEXAR COUNTY

and

THE CITY OF SAN ANTONIO, A TEXAS MUNICIPAL CORPORATION

This Contract is entered into by and between United Way of San Antonio, 700 South Alamo, San Antonio, TX, hereinafter referred to as United Way, and the City of San Antonio, a Texas Municipal Corporation, hereinafter referred to as Contractor.

WITNESSETH:

WHEREAS, the Alamo Area Community Information System, further identified as "AACIS" is a partnership of 20 local agencies including the City of San Antonio, that provides a website, computer literacy training and personnel complement and

WHEREAS, United Way, the fiscal agent of AACIS, has identified certain funds for Community Technology Centers (CTCs); and

WHEREAS, the Contractor owns and operates eight Community Family Resource and Learning Centers (CFRLCs) in San Antonio; and

WHEREAS, AACIS has designated the Margarita Huantes CFRLC, Albert Benavides CFRLC, Willie Velasquez CFRLC, Columbia Heights CFRLC, and Col. Victor J. Ferrari CFRLC as CTCs; and

WHEREAS, United Way has contracted with the Contractor to deliver AACIS-related services by the attached scope of work; and

WHEREAS, the Contractor agrees to deliver services required by United Way;

NOW THEREFORE, the parties do agree as follows:

ARTICLE 1. SCOPE OF PROJECT

Parties agree to perform the work set forth in the attached scope of work, attached hereto and incorporated herein for all purposes as Exhibit A. The scope of work shall not be changed except by duly executed amendment to the Contract.

ARTICLE 2. KEY PERSONNEL

All work under this Contract shall be performed under the general guidance and technical direction of Mary Ellen Burns, Director of Community Technology Initiatives at United Way. Such guidance and direction shall not, however, extend to any increase in the cost of the Contract, change in the approved budget, or extension of the period of performance. These changes shall be made only by Suzanne Kopatz, Vice President for Finance and Administration who will serve as United Way's monitor of all items of a financial or administrative nature for this Contract.

ARTICLE 3. DELIVERY OR PERFORMANCE SCHEDULE

- A. Contractor shall perform the services required by Exhibits A. Contractor's obligation shall be deemed complete if the work is completed in accordance with high standards of scientific and professional skill.
- B. The period of performance under this Contract is specified as January 1, 2006, through September 30, 2006, for which period funds are available and allotted, contingent on City Council approval. Subject to continued support from United Way and availability of "local funds", this Contract may be amended to provide for Contractor's collaboration for an additional period of time. Both parties must mutually agree upon any subsequent time extension, supplement, addition, continuation, or renewal in writing.

ARTICLE 4. FISCAL ADMINISTRATION

- A. The estimated cost of performance of this Contract is \$128,482. United Way has allotted funds for reimbursement of allowable costs incurred in the performance of this Contract in the amount of \$128,482 for the period of January 1, 2006, to September 30, 2006. The Contractor will provide an in-kind match in an amount not to exceed \$107,569. United Way's obligation for funding an additional period of time is contingent upon the availability of funds and satisfactory progress as evidenced by compliance with Article 3, above. United Way shall not be obligated to pay Contractor for costs incurred in excess of the total allotted cost as set forth in this subparagraph (A). A budget that is agreed to by the parties of this Contract is hereby attached as Exhibit B and made a part of this Contract for all purposes.
- B. The accounting for funds awarded under this Contract shall be in accordance with generally accepted accounting principles consistently applied. Specifically, Contractor's financial management system should provide

- (1) accurate, current, and complete disclosure of the financial activity of this

- Contract;
- (2) records that identify the source and application of funds received from United Way;
 - (3) effective control over and accountability for all funds, property and other assets;
 - (4) a comparison of actual outlays with budgeted contract amounts;
 - (5) consistency with applicable federal cost principles; and
 - (6) accounting records supported by source documentation.

Obligations, commitments, encumbrances or expenditures should be made within the budget period.

- C. Any budget revision, including transfers between cost categories, cumulatively shall not exceed ten percent of the total budget. If such transfers are expected, Contractor shall request prior approval by United Way in writing for prior approval.

D. Payment Information

- (1) Contractor may submit invoices on a monthly basis but at a minimum quarterly to United Way for payment of costs incurred during the preceding month. See Exhibit C for sample of invoice. Contractor agrees that United Way may withhold payment of any expenditure that appears questionable, or for which additional information or support is required. Contractor further agrees to furnish United Way such information as may be required to satisfy questions about the expenditure in question.
- (2) Invoices with supporting documentation may be submitted to:

Mary Ellen Burns
Director of Community Technology Initiatives
Phone: (210) 352-7028
FAX: (210) 224-4245
United Way
P.O. Box 898
700 S. Alamo
San Antonio, TX 78293-0898

Problems or questions relating to payment under this Contract should also be directed to the above address.

- (3) The final voucher must be received by United Way within forty-five (45) days of the expiration date of this Contract. The final invoice shall be clearly marked as such. Upon approval of the final invoice, and upon compliance by

Contractor with all other provisions of this Contract, United Way shall make final payment to Contractor.

ARTICLE 5. CONFIDENTIALITY

The party receiving confidential information agrees to keep confidential any confidential information supplied to it by the other party during the course of research during the term of this Contract and for a period of five (5) years thereafter; and such information will not be included in any published material without prior approval by the disclosing party.

ARTICLE 6. AUDIT

- A. United Way or any of their duly authorized representatives shall have access at any reasonable time, after prior notification, to pertinent books, documents, papers and records, related to this Contract, of Contractor and its lower tier subcontractors to make audits, examinations, excerpts and transcripts.
- B. Contractor agrees to maintain all financial records, supporting documents, and other records pertaining to this Contract for a period of three (3) years from submission of the final invoice or final expenditure report to United Way, except that records pertaining to audits, appeals, litigation, or settlement of claims arising out of the performance of this Contract shall be retained until such audits, appeals, litigation, or claims have been disposed of.
- C. In the event that United Way determines through audit or some other appropriate means, that expenditures from funds allocated to Contractor did not meet the provisions of this Contract and are therefore unallowable, Contractor shall promptly refund the unallowable amount to United Way upon demand, or, if final payment has not yet been made, United Way may reduce future payments by the unallowable amount.

ARTICLE 7. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall be responsible for compliance with all requirements and obligations relating to the services required by Exhibit A under local, state or federal law.

ARTICLE 8. PUBLICATIONS AND COPYRIGHTS

Contractor will be free to publish the results of research under this Contract, after providing a copy of the publication to United Way. Title to and the right to determine the disposition of any copyrightable material, first produced or composed in the performance of this research, shall remain with Contractor provided that Contractor shall grant to United Way an irrevocable, worldwide, royalty-free, non-exclusive license to reproduce, translate and use any such copyrighted material for its own purposes.

ARTICLE 9. PATENTS AND INVENTIONS

Inventions and patents that result from this Contract shall be administered in accordance with 48 CFR 227 and 252 as amended and 37 CFR 401.4 of July 1, 1987. Contractor represents that its policies

require appropriate assignments of inventions, discoveries, and improvements from all persons who perform any part of this work under this Contract. Disposition of title to inventions, the filing of patent applications, disposition of patent rights and licensing covering the manufacture, use and sale of products and processes shall be governed by 37 CFR Part 401. United Way shall have a non-exclusive, non-transferable, irrevocable, paid up license to practice or have practiced for or on behalf of the United States any invention made by the Contractor hereunder throughout the World. The Contractor shall report fully to United Way any invention conceived or first actually reduced to practice in the performance of this Contract.

ARTICLE 10. LIABILITY

Contractor and United Way mutually agree that each party to this Contract is and will be acting as an independent contractor in the performance of this work, and that each shall be solely responsible for the official acts of its employees or its agents in connection with the performance of this work and will not hold the other party responsible for personal injury, death, property damage or other losses arising out of the official actions of those employees or agents.

ARTICLE 11. ASSIGNMENT

Neither party shall assign or transfer any interest in this Contract without the prior written approval of the other party.

ARTICLE 12. TERMINATION OF CONTRACT

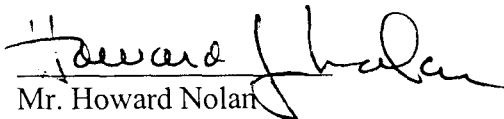
- A. This Contract may be terminated prior to the expiration of the period of performance by mutual written Contract of United Way and Contractor.
- B. Notwithstanding section (A) above, United Way may terminate this Contract by giving ten days written notice to Contractor. Upon receipt of such notice, Contractor shall cease to incur costs under this Contract and take action to cancel all outstanding obligations that can be reasonably canceled. Within forty-five (45) days of the effective date of the termination, Contractor shall submit a final report to United Way covering costs incurred to the date of termination. Contractor shall be entitled to reimbursement for all costs incurred to the date of termination and for all uncancellable obligations up to the maximum amount set forth in Section A of Article 4 of this Contract.

ARTICLE 13. REMEDIES

Violation or breach of contract terms by the Contractor shall be grounds for termination of the Contract. Any increased cost arising from Contractor's default, breach of contract, or violation of terms shall be paid by the Contractor. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

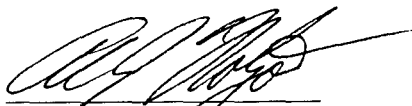
IN WITNESS WHEREOF, the parties hereto have executed this Contract.

The United Way of San Antonio and Bexar County



Mr. Howard Nolan
President

Date: 11-28-05



Mr. Al J. Notzon III
Chair, AACIS Policy Group

The City of San Antonio, Texas

Dennis J. Campa, Director
Department of Community Initiatives

Date: _____

EXHIBIT A

Alamo Area Community Information System (AACIS) and City of San Antonio (CITY)

Contract (January 1, 2006 -- September 30, 2006)

Scope of Work

I. United Way agrees to provide the CITY with the following services:

- 1) Provide computer literacy and related services for students in AACIS programs;
- 3) Provide instructors and aides for computer literacy and data entry services for AACIS;
- 3) Provide the curriculum and instructional materials to be used by instructional staff of AACIS;
- 4) Provide AACIS registration materials, including pre-test for placement in the computer literacy classes and post-test for progressions of individuals;
- 5) Allow CITY staff to serve on the AACIS Advisory Committee;
- 6) Conduct professional development training for AACIS instructional and clerical staff ;
- 7) Provide computer literacy services to individuals in the San Antonio area;
- 8) Ensure that AACIS employees comply with City policies and rules of the Community Family Resource and Learning Centers;
- 9) Provide prompt, courteous, efficient and professional services to perform the above-described services in the Agreement;
- 10) Lease 20 personal computers from the City for \$1 per year to be used by AACIS at the Colonel Victor J. Ferrari Community Family Resource and Learning Center.

II. City agrees to provide the United Way with the following services:

- 1) Provide instructional classroom space to accommodate 15-20 adult students per classroom;
- 2) Conduct outreach to recruit individuals for computer literacy classes;
- 3) To enroll and assess individuals that are eligible to receive computer literacy services which are provided by the AACIS pursuant to this Agreement;
- 4) Lease 20 personal computers to United Way for \$1 per year to be used by AACIS at the Colonel Victor J. Ferrari Community Family Resource and Learning Center.
- 5) Employ staff to fulfill the following roles: Web Project Manager, Administrative Assistant I, and four Intake Coordinators, and a CTC Technology Circuit Rider. The roles are charged with tasks associated with the following deliverables:

Web Project Manager

- Management of the customization of the new web host and associated infrastructure to support AACIS.info
- Rebuilding the web site as needed
- Performing tests of the web application to check for any inaccuracies or deviations from the original scope
- Performing quality assurance testing for all new features of website
- Moving the AACIS.info domain from its current location to Rackspace
- Migrating the application to reside on the AACIS.info production server at Rackspace.
- Setting up VPN Access to the AACIS.info and AACIS-dev.info servers for future updates and website maintenance
- Completing documentation as needed to allow for routine maintenance and enhancement of the site
- Provide for a mechanism that allows the site and associated documentation to be transferred to permanent AACIS staff
- Install and manage all Microsoft application software at the five (5) CTCs
- Install and manage all Microsoft Server software installed on AACIS servers at Rackspace
- Oversee the design, development and implementation of AACIS data collaboration site being built by Velir Studios
- Collaborate and establish working relationship between AACIS data content committee and Velir Studios
- Provide technical documentation to Velir Studios as needed for data collaboration site build

CTC Technology Circuit Rider

- Provides skilled technology support (network administration and maintenance, transport maintenance and training) to all AACIS Community Technology Centers (CTCs)

- Provide “help desk” functions to make sure that all AACIS CTCs labs have dependable and functioning equipment

Intake Coordinators (four part-time employees)

- Conduct community outreach
- Collect demographic data
- Register students
- Collect, input and report student attendance and outcome data

Administrative Assistant I

- Develop class schedules and maintain on-line calendar of classes
- Track and report stipends, contractor invoices, and related financial information.
- Provide general administrative support to the Project Director
- Provide event support (parent dinners, community fairs, and other special events)
- Coordinate staff meetings

EXHIBIT C
SAMPLE FORMAT

Contractor Invoice

FROM: City of San Antonio

Time period:

TO: United Way

Invoice No.:

Amount Due: _____

Date:

Category:	Current Costs Period: _____	Cumulative Costs Period: _____ to _____
Personnel	\$	\$
Fringe Benefits		
Equipment		
Material and Supplies		
Travel		
Student Support		
Indirect Costs @		
TOTAL COSTS	\$ _____	\$ _____

"I hereby certify that all payments requested are for appropriate purposes and in accordance with the Contract set forth in the application and award documents."

Signature

Date

2006 CTC - AACIS

January 1, 2006 - September 31, 2006

BUDGET**REVENUES:**

4501160 United Way of SA & Bexar County	128,482
6500000 In-Kind: COSA Contribution	107,569
TOTAL REVENUES	<u>236,051</u>

APPROPRIATIONS:**138000000431 2006 CTC - AACIS**

5101010 Reg Salaries & Wages	81,888
5103005 FICA	5,378
5105010 TMRS	8,752
5104030 Flex Benefits	9,756
5103010 Life Insurance	105
5201040 Fees to Professional Contractors	22,604
6501010 In Kind Salaries	34,103
6503005 In Kind FICA	26
6503010 In Kind Life Insurance	51
6504030 In Kind Flex Benefit	58,536
6505010 In Kind TMRS	4,246
6201040 In Kind Fees to Professional Contractors	7,125
6403010 In Kind Telecommunications	900
6704080 In Kind Space	2,582
Total 138000000431	<u>236,051</u>

TOTAL APPROPRIATIONS**236,051**